



## Short-Term Housing Lease Agreement

This Housing Agreement (Agreement) is between the Board of Trustees for the University of Northern Colorado (UNC) and Resident. This Agreement is a binding legal document between Resident and UNC. The Agreement is effective on the date the Resident submits their UNC Housing application.

1. **Resident:** An individual who has signed a UNC Short-Term Housing Agreement with UNC, legally binding them to adhere to the terms outlined, including payment obligations and care for the property.
2. **Premises:** For purposes of this Agreement the specific housing unit assigned to Resident is the "Premises." The UNC Housing application is considered the Resident's first step in seeking to live in UNC Housing. By submitting a housing application, Resident agrees they will accept UNC Housing accommodations once a Premises is selected or assigned to them. UNC Housing accommodations will be provided to Resident at one of the UNC Housing locations identified on the UNC Housing Portal at (<https://unco.erezlife.com/>)
3. **Term:** The Term of the Agreement will be as follows:
  - a. The Lease Term will begin on the established move-in date and continue for up to three consecutive months following the move-in date.
4. **Housing Deposit:** UNC may require a housing deposit (Deposit) when Resident executes this Agreement. UNC, in its sole discretion, may waive the Deposit. UNC will hold the Deposit for use in the event of nonpayment of rent, abandonment of Premises, nonpayment of utility charges, repair work for damage to Premises other than normal wear and tear and/or cleaning contracted by Resident. See Housing Website (<https://www.unco.edu/living-on-campus/how-to-apply.aspx>). Deposit may be returned at the end of the Term if:
  - a. Resident graduates from UNC;
  - b. Resident participates in a UNC-sponsored internship, student teaching, or exchange program that requires living away from the Greeley, Colorado area.

UNC will retain Deposits if Resident is continuing in Housing for a future period. UNC will return the Deposit or the portion of the Deposit remaining after all deductions authorized above and by Colorado law. Within sixty (60) days of the termination of this Agreement or surrender and UNC acceptance of Premises, whichever occurs last, UNC will return the Deposit by crediting Resident's account. UNC will provide Resident with a written statement listing the reasons for the retention of any portion of the deposit. When such written statement is provided, Resident's UNC account will reflect a payment of the difference between the total deposit and the amount retained. UNC will email or provide documentation in the housing portal of any such statement and return the amount of the deposit not retained to Resident's account. This deposit is refundable only to the extent that Student does not owe any outstanding amounts.

5. **Payment:** Resident will be responsible for payment of rent to UNC. Payments shall be made to the Cahier's Office in the Campus Commons by the 10<sup>th</sup> of each month. Failure to make payment

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by the due date may result in termination of the lease by UNC with a 3-day notice of eviction. UNC bills the employee leaseholder, who is responsible for payment of rent.

6. Qualification for Occupancy: A qualified Resident will:
  - a. Employment status: If primary Resident is a University employee, Resident understands that continued residence in the Premises is expressly contingent upon the Resident's continued employment by the University as a full-time regular employee. This is inclusive of visiting scholars, post-doctoral fellows, faculty, state classified, and administrative professional affiliations.
  - b. Resident also acknowledges that housing for employees is secondary to housing for students provided on a space- available basis and for the limited duration determined by Housing & Residential Education at the time of assignment. Resident acknowledges that renewal of the Lease is not offered for non-students, and that Resident must vacate the premises on or before the end of the Term as specified above.
7. Notification of Change in Resident Qualifications: Resident shall notify UNC, in writing, of any changes in their Qualifications for Occupancy. If Resident is no longer employed by UNC, Resident shall vacate the Premises within two (2) days following the date on which Resident no longer qualifies to occupy Premises.
8. Cancellation: If Resident decides to cancel this Agreement prior to the commencement of the Term, Resident shall submit a written notice to UNC at [housing@unco.edu](mailto:housing@unco.edu). If Resident cancels this Agreement, they will receive a full refund of the deposit to Resident's account. No refund will be made for cancellation received after the Term has commenced.
9. Waiting List: If Premises are not available on the date this Agreement is executed, Resident will be placed on a waiting list. While on the waiting list, Resident may cancel this Agreement, in writing, at any time. Priorities for housing assignments are determined by space availability. UNC may not be able to honor all requests for housing assignments.
10. Possession: Resident will be entitled to possession of Premises on the first day of the Term and shall surrender possession to UNC on the last day of the Term. Before checkout, the Premises must be thoroughly cleaned, including the furniture, bathrooms, kitchen appliances, windows, and mini blinds. If Resident fails to clean the Premises in accordance with the UNC standards (as described by staff, through e-mail, or other postings), then UNC will deduct from your Deposit the reasonable charges to complete such cleaning, and Resident will be responsible for any costs in excess of the Deposit. Resident will be given keys/card access to Premises and access to the mailbox. At the termination of this Agreement, if all keys are not returned to UNC and card access is not removed, Resident will be charged for any keys and access cards not returned. During the Term, if any key or access card is lost, Resident's room lock will be changed and the cost of any lock changes and key replacements will be billed to Resident's account. Charge amounts are established annually on HRE's Damage and Charge Schedule.
11. Habitability: Resident has inspected Premises and acknowledges that Premises is in a reasonable and acceptable condition and habitable for its intended use. If the condition of Premises changes and the Premises are no longer habitable, Resident shall provide written notice to UNC within ten (10) days of determining the Premises is uninhabitable at [housing@unco.edu](mailto:housing@unco.edu) describing the reason(s) Resident believes the Premises is no longer habitable.
12. Utilities and Services: This paragraph only applies to Residents in Arlington Park Apartments. Resident will be responsible for payment for services for electricity, water, sewer, and trash. Utilities will be billed at a standard rate based on housing style and number of housing assignments occupied. UNC will be responsible for payment of laundry and internet services. Resident's account will be billed as described in Payment section above.
13. Charges for Nonpayment or "Insufficient Funds" Checks: Resident may incur additional charges for nonpayment or "insufficient funds" checks by UNC Bursar's Office.

14. Check-In and Check-Out: Resident is required to check in to the Premises with a designated HRE staff member. Resident must complete and return an Inventory Form to HRE within forty-eight (48) hours of official check-in. Failure to do so may result in charges for cleaning, damage, and improper check-in/out. Resident is considered checked-in when they receive their room key or encoded UNC ID card. When vacating the assigned room, Resident shall check-out with the staff. The Inventory Form and inspection by designated HRE staff will be the basis for check-out charges, if any, assessed. Resident must follow proper check-out procedures when vacating the Premises or relocating to another UNC residence. When checking out Resident shall remove all personally owned items, furniture, equipment, waste, and debris, and shall leave the space in the same condition as when accepted, normal wear and tear excepted. Resident will be responsible for cleaning charges if they do not comply with these requirements. Any maintenance or repair required to return the Premises to the same condition as it was at move-in will be performed by UNC personnel or designated subcontractors and billed to Resident. Charge amounts are established annually on HRE's Damage and Charge Schedule. When two or more Residents occupy the same room, suite, house, or apartment and the responsibility for damage, loss or any other charges cannot be ascertained by UNC, the cost of the damage, loss or charges will be assessed equally to all occupants.
15. Furnishings: Resident is responsible for the condition and safekeeping of all furniture and appliances. Resident will be billed for loss of or damage to any furnishings or appliances. Resident will be allowed to remove UNC-owned room furnishings from their room and store them in an off-campus location at the expense of Resident. Furnishings will not be removed by HRE personnel or stored by UNC. No additional UNC furniture will be provided to residents other than what is provided in accordance with this Agreement.
16. UNC's Policies, Rules, and Regulations and Applicable Federal, State and Local Laws: UNC policies, rules and regulations that contain provisions related to this Agreement and occupancy of the Premises. These policies, rules and regulations include, but are not limited to, the Housing & Residential Education ("HRE") Handbook ("Handbook"), the Student Code of Conduct, the Board Policy Manual, and UNC Regulations. Resident understands and agrees that UNC may revise these policies, rules, and regulations either with or without notice. Resident agrees to comply with all policies, rules and regulations, and any applicable Federal, State and/or Local laws.
17. Smoking, Vaping, Tobacco, and Cannabis/Marijuana Use: Smoking, vaping, tobacco, and marijuana use are not permitted on UNC property. This includes, but is not limited to, cigarettes, e-cigarettes, smoking pipe, vape pens, hookahs, chewing tobacco, other products containing marijuana, tobacco or tobacco derivatives, and any device used to consume solid or liquid substances that involve use of tobacco or cannabis/marijuana.
18. Animals and Pets: Pets and other animals are prohibited in Premises except as approved by or registered with HRE or approved by the UNC Disability Resource Center ("DRC"). Further details may be found in the HRE Handbook. Unapproved pets and animals will result in a charge billed to Resident and any charges required to repair any damage or to perform any cleaning caused by the unapproved pet(s) or animal(s).
19. Personal Property Insurance: UNC does not provide insurance coverage for any personal property of Resident or any other person, whether that person is a guest, visitor, or occupant of the Premises. It is recommended that Resident consider whether they believe it prudent to purchase personal property insurance coverage.
20. Abandoned Personal Property: Personal property left at Premises following end of Term check-out and/or Agreement termination will be considered abandoned. Resident will be billed for any costs incurred by UNC for moving, removing, destruction and/or disposal of abandoned property from Premises.

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21. Alterations: Resident shall not make alterations to Premises, including but not limited to painting, wallpaper, contact paper, bidets, lock changes, antennae, satellite dishes, cameras, networking equipment, fences, or remodeling of any sort without the prior written consent of UNC.
22. Premises Changes: Resident may change Premises only with a written authorization from HRE. Unauthorized Premises changes or failure to move out of Premises when required may result in additional charges to Resident as determined by HRE. Approved Premises moves may result in a change in charges based on Housing Rates page (<https://www.unco.edu/living-on-campus/rates/>).
23. Premises Assignments: UNC reserves the right to change Resident's housing assignment for health, safety, or repair reasons; for disciplinary reasons; for the unresolved incompatibility of roommates; or other administrative reasons on either a temporary or permanent basis. UNC may, in its discretion, place Resident in temporary housing assignments for any reason, including but not limited to, isolation or quarantine for medical reasons. UNC reserves the right to assign Resident to an unassigned space at any time during the Term.
24. Consolidating Vacancies: UNC reserves the right to change housing assignments, to assign roommates, and to consolidate vacancies. If Resident has been assigned to a Premises modified to be in compliance with the Americans with Disabilities Act ("ADA") and Resident does not seek ADA accommodations or qualify for such ADA accommodations (as determined by DRC), Resident understands and agrees that the UNC may at any time, in its discretion, move Resident to a substantially equivalent Premises at the rental rate of the original Premises. In such an event, UNC will provide five (5) days' notice to Resident. Notice will be delivered to Resident by one or more of the following methods:
  - a. personal delivery,
  - b. placing the notice under the front door of Premises,
  - c. sending the notice by U.S. mail to Resident's last known address, or
  - d. sending the notice to Resident's UNC e-mail address.
25. Non-UNC Affiliated Occupants: A qualified Resident may request to live with a non-UNC affiliated roommate. Premises will be maintained in compliance with applicable City of Greeley Housing Occupancy Standards and HRE Occupancy Standards. Resident shall not collect payment (in any form) from non-UNC affiliated roommates for occupancy of Premises. All non-UNC affiliated occupants who are 18 years old or older shall disclose any judicial or administrative action brought against them for injury to person or property and successfully pass a background check according to UNC standards. HRE may terminate Agreement with Resident and/or non-UNC affiliated occupants if additional non-UNC affiliated occupants do not pass the background check. Resident shall be responsible for the behavior of all non-UNC affiliated occupants. Failure of non-UNC occupants to comply with applicable City of Greeley Housing Occupancy Standards and HRE Occupancy Standards may subject Resident and/or non-UNC affiliated occupants to termination of the Agreement. Upon termination of Agreement for such noncompliance, Resident and/or non-UNC affiliated occupant(s) shall permanently vacate Premises. Resident may add additional furnishings for non-UNC affiliated occupants if permitted by the City of Greeley fire code and applicable UNC policies and HRE Occupancy Standards.
26. Subletting: Resident is not permitted to sublet.
27. Children – Supervision: University provides no supervisory personnel for children in the Premises or the Housing Complex and the Resident is responsible for the supervision and safety of their children or children who are in Resident's care at all times in accordance with the provisions of the Housing & Dining Services Policies & Procedures, which is specifically incorporated herein. Violations of policy by children will be applied to the Resident as the

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primary occupant and person responsible for supervision of their children. Additional State, Local, and University authorities may be contacted to address concerns of inadequate supervision of children.

28. Conviction of Certain Criminal Offenses: If Resident or any eligible occupant has been convicted of a sexual offense that requires registration pursuant to CRS 18-3-412.5, Resident shall inform HRE in writing before applying to Premises. In addition, all residents of any kind have an ongoing duty to notify HRE if they are determined to be a sex offender at any point during their residency. Any failure to identify a sex offender in accordance with this provision is grounds for breach and termination of the lease.
29. Immunizations: Colorado law requires all students to submit proof of immunization against measles, mumps, meningitis, and rubella (or an approved exemption) from a licensed physician to the UNC Student Health Center. In the event of a measles, mumps, meningitis, and/or rubella outbreak, UNC students with exemptions may be quarantined off-campus at their own expense and will not receive a refund for Payments. UNC will not be liable for any damages or injuries to Resident caused by their noncompliance with Colorado law.
30. Premises Entry: UNC reserves the right to enter Premises as described in the HRE Handbook and Board Policy Manual. Access to Premises will not be granted to friends, relatives, or other persons unless they are designated as a Resident of Premises identified in this Agreement or UNC receives written authorization from Resident for specific entry by non-Residents.
31. Information Sharing:
  - a. In certain circumstances, it may be necessary for HRE to communicate with state or federal government, other institutions, and/or other UNC offices about Resident in connection with Resident's occupancy in UNC housing. These communications may include Resident's name, UNC email address, bear number, and parent/guardian(s)' name, parent/guardian(s)' phone number, and parent/guardian(s)' email address, as applicable. UNC may share communications with UNC administrators involving student conduct matters or behavioral intervention if UNC believes that Resident has violated one or more provisions of the Student Code of Conduct, poses a risk of harm to themselves or others, and/or may be at risk of harm from others.
  - b. As required by federal law, every Resident will be given the option of providing confidential contact information in the event of an emergency or in cases where the Resident is reported to be missing or of concern. During the check-in process, every Resident will be asked to identify that confidential contact. If the Resident does not wish to list a contact, they may decline to do so.
32. Default: Resident will be in default of this Agreement if Resident fails to fulfill any applicable provision of this Agreement. Resident must cure any default of a Substantial Obligation within three (3) days. Resident must cure any other default within ten (10) days. UNC may take possession of the Premises without further notice and without prejudicing UNC's rights to damages. In the alternative, UNC may elect to cure any default, and the cost of such cure will be added to Resident's financial obligations as described in Payments. Resident shall pay all costs, damages, and expenses (including reasonable attorneys' fees and costs) incurred by UNC caused by Resident's default(s) as described in Payments.
33. Termination of Agreement by UNC:
  - a. Termination for Substantial Obligations: UNC may terminate this Agreement, upon 3, three (3) days written notice to Resident, for any of the following reasons, each of which is deemed a Substantial Obligation:
    - i. Resident no longer fulfills Resident's Qualifications for Occupancy;
    - ii. Resident violates any provision of this Agreement.

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- iii. Resident enters a plea of guilty or no contest to and/or is convicted of a misdemeanor or felony criminal charge,
    - iv. Resident is determined by UNC to pose an imminent threat to themselves or others in UNC housing.
  - b. Termination for other obligations: UNC may terminate this Agreement, upon, ten (10) days written notice to Resident, for any of the following reasons, Resident is in Default of any provision of this Agreement, which Default has not been cured as described by Default Paragraph. If this Agreement is terminated by UNC as described in this Paragraph, Resident has three (3) days to appeal such termination to UNC's designated representative in Student Affairs and Enrollment Services. For the avoidance of any doubt, UNC reserves the right to terminate this Agreement (with appropriate notice as described above) for any of the following circumstances:
    - i. Resident enters a plea of guilty or no contest to and/or is convicted of a misdemeanor or felony criminal charge,
    - ii. Resident violates any policies, rules, or regulations
      - 1. contained in or referred to in this Agreement,
      - 2. contained in the Handbook and/or UNC Student Code of Conduct, and/or
      - 3. contained in any other UNC policies, rules, or regulations,
    - ii. Resident is suspended, including interim suspension, or expelled from UNC, Resident is determined by UNC to pose an imminent threat to themselves or others. If this Agreement is terminated for any of the reasons stated immediately above, any Payments made by Resident pursuant to this Agreement will not be refunded, and Resident continues to be responsible for any Payments or other charges required under this Agreement.
  - c. Termination for Destruction or Condemnation of Premises: If the Premises is damaged in a manner that prevents Resident's use of Premises, the following applies:
    - i. UNC will find alternate UNC Premises for Resident, if available.
    - ii. UNC will repair Premises if damage is reasonably repairable within sixty (60) days; or the cost of repair is less than \$1,000.00. Payments will be suspended during this period.
    - iii. UNC may terminate this Agreement with twenty (20) days written notice to Resident if damages to the Premises are not repairable within sixty (60) days, the cost of repair is \$1,000.00 or more, UNC is prevented from repairing the damage by forces beyond UNC's control, or if Premises is condemned.
    - iv. If UNC is unable to provide alternate Premises and unable to repair the damages to Premises Resident shall have the right to terminate this Agreement.
34. Suspension of UNC Obligations: UNC's obligations under this Agreement may be suspended if prevented or delayed as a result of storm, flood or other acts of God; as a result of fire, war, rebellion, pandemic, scarcity of water, insurrection, riots, strikes, employee job actions; as a result of an order, rule, or regulation of any federal, state, municipal, or other governmental agency; as a result of legislative, judicial, or gubernatorial deauthorization or non-appropriation; or, as the result of any cause beyond the control of UNC, whether similar to the causes hereinabove specified or not. Any delay or interruption under this provision shall not be counted against UNC, regardless of what other parts of the agreement may say. If Resident vacates

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Premises, UNC may, in its discretion, not credit or refund any portion of Payments under this Agreement.

35. Indemnification by Resident: Resident shall release, indemnify, hold harmless UNC, its Trustees, officers, employees and agents, from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Resident, Resident's guest(s)', or Resident's invitee(s)' acts or omissions relating in any way to Resident's occupancy of the Premises or Resident's obligations under this Agreement.
36. Governing Law: This Agreement will be construed in accordance with the laws of the State of Colorado. Venue for any civil action commenced regarding the provisions of this Agreement will be in the courts of the County of Weld, State of Colorado, with jurisdiction over the subject matter of the dispute.
37. Entire Agreement/Amendment: This Agreement contains the entire agreement of the parties and replaces and supersedes any other agreement, written or oral, or promises relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by both UNC and Resident (or Resident's parents or legal guardian as described in Contracting Authority)
38. Severability: If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
39. Notices: Notices by UNC pursuant to this Agreement will be either e-mailed to the UNC e-mail address of the Resident, delivered personally, or placed under the front door of the Premises, or mailed to the last known address of the Resident. Notices by Resident under this Agreement will not be deemed valid unless sent by E-mail from the UNC e-mail address to [housing@unco.edu](mailto:housing@unco.edu), or delivered by mail, postage prepaid, addressed as follows: Housing & Residential Education, Campus Box 38, Greeley, Colorado 80639. Such addresses may be changed by either party by providing prior written notice as stated above.
40. Contracting Authority: If Resident is under eighteen (18), their parents or legal guardian will be required to execute this Agreement as evidence of their acceptance of all provisions of it.